

Cherokee

Cherokee Policemen's Assn

7/1/2005 6/30/2007

**LABOR AGREEMENT**  
**CITY OF CHEROKEE, IOWA**  
**AND**  
**CHEROKEE POLICEMAN'S ASSOCIATION**  
**2005-2007**

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**LABOR AGREEMENT  
BETWEEN  
THE CITY OF CHEROKEE, IOWA  
AND  
THE CHEROKEE, IOWA POLICEMAN'S ASSOCIATION**

This AGREEMENT is made and entered into by and between the City Cherokee, Iowa, hereinafter referred to as the CITY and the Cherokee, Iowa Policeman's Association, hereinafter referred to as the ASSOCIATION. The scope of this AGREEMENT is:

WHEREAS, the ASSOCIATION is recognized as the sole and exclusive bargaining agent of the members of the Police Department of the City of Cherokee, Iowa; and

WHEREAS, both parties to this AGREEMENT recognize that all functions of the Police Department of said CITY are essential to the health and welfare of the citizenry thereof; and

WHEREAS, the parties have agreed to bargain in good faith with respect to wages, hours and terms and conditions of employment; provided, however, that the discretion accorded the CITY by State Statute, and pensions, shall not be negotiable; and

WHEREAS, this AGREEMENT has as its purpose the promotion of harmonious relations between the CITY and the ASSOCIATION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment; and

WHEREAS, it is the intention of this AGREEMENT to provide, where not otherwise mandated by State Statute or City Ordinance, for the salary structure, fringe benefits and employment conditions of the employees covered by the AGREEMENT, to prevent interruptions of work and interference with the efficient operation of the Police Department, and to provide an orderly and prompt method for handling and processing grievances.

NOW, THEREFORE, the parties agree with each other as follows:

**ARTICLE I                    RECOGNITION AND REPRESENTATION**

The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all non-probationary Police Officers, Police Sergeants, and Secretary/Matrons (non-confidential) hereinafter referred to as EMPLOYEES, employed by the Police Department of the CITY excluding all other employees employed by the CITY.

**ARTICLE II                  MANAGEMENT RIGHTS**

While this AGREEMENT shall control those areas of relationship between the CITY and the ASSOCIATION set forth herein, the CITY shall retain the sole right and authority to operate and direct the affairs of the CITY and the Police Department, as pertaining to

their missions; standards of service; employee relations not covered herein; and the making and enforcing of reasonable rules and regulations; and the establishment and use of methods, equipment or facilities.

### **ARTICLE III NO DISCRIMINATION**

Neither the CITY nor the ASSOCIATION shall discriminate against any EMPLOYEE because of race, creed, color, national origin, sex or ASSOCIATION activity.

### **ARTICLE IV NO STRIKES - NO LOCKOUTS**

The ASSOCIATION, its representatives and agents, and the EMPLOYEES covered by the AGREEMENT agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of operations. Any or all EMPLOYEES who violate any of the provisions of this Article may be disciplined or discharged by the CITY. The CITY will not lock out any EMPLOYEES during the term of the AGREEMENT as a result of a labor dispute with the ASSOCIATION.

### **ARTICLE V ASSOCIATION ACTIVITY**

The CITY and the ASSOCIATION agree not to interfere with the rights of EMPLOYEES to become or not become members of the ASSOCIATION, and, further, that there shall be no discrimination or coercion against any EMPLOYEE because of ASSOCIATION membership or non-membership. The ASSOCIATION agrees that its members will not solicit membership or otherwise carry on ASSOCIATION activities during work hours except as otherwise provided by the AGREEMENT.

### **ARTICLE VI SALARIES**

The base hourly rate will increase \$.4468/hr. (3%) on July 1, 2005 and \$.4602/hr. (3%) on July 1, 2006.

The CITY and the ASSOCIATION agree that the salary structure for EMPLOYEES shall be as follows:

<b>Name, Title, Date of Employment Base Hourly Rate</b>	<b>Longevity Step Increases</b>	<b>7/1/05 Hourly, Pay Period &amp; Annual Salary</b>	<b>7/1/06 Hourly, Pay Period &amp; Annual Salary</b>
<b>Curt Moye</b>	.25 (previous service)	\$17.3016/hr.	\$17.7618/hr.
Sergeant	.25 (previous service)	\$1,384.13/p/p	\$1,420.95/p/p
10/ 9/98	.25 (01)	\$35,987.33/yr.	\$36,944.55/yr.
\$16.3016 (7/1/05)	.25 (04)		
\$16.7618 (7/1/06)	High School Diploma (\$.25/hr.)		

<b>Name, Title, Date of Employment Base Hourly Rate</b>	<b>Longevity Step Increases</b>	<b>7/1/05 Hourly, Pay Period &amp; Annual Salary</b>	<b>7/1/06 Hourly, Pay Period &amp; Annual Salary</b>
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**Sergeant (\$2,000/year over Patrolman's base - 7/1/03)**

Regular salary for non-probationary sergeants without considering longevity

\$16.3016 (7/1/05)		\$16.3016/hr.	\$16.7618/hr.
\$16.7618 (7/1/06)		\$1,304.13/p/p	\$1,340.95/p/p
		\$33,907.33/yr.	\$34,864.55/yr.

<b>Mike McGee</b>	.25 (03)	\$15.5900/hr.	\$16.0502/hr.
Patrol Officer	.25 (06)	\$1,247.20/p/p	\$1,284.02/p/p
7/13/00		\$32,427.20/yr.	\$33,384.42/yr.
\$15.3400 (7/1/05)			
\$15.8002 (7/1/06)	High School Diploma (\$.25/hr.)		

<b>James Buck</b>	.30 (04)	\$15.6400/hr.	\$16.1002/hr.
Patrol Officer	.30 (07)	\$1,251.20/p/p	\$1,288.02/p/p
4/16/01		\$32,531.20/yr.	\$33,488.42/yr.
\$15.3400 (7/1/05)			
\$15.8002 (7/1/06)	2-Year Degree (\$.30/hr.)		

<b>Brett Gannon</b>	.25 (04)	\$15.5900/hr.	\$16.0502/hr.
<del>Patrol Officer</del>	.25 (07)	\$1,247.20/p/p	\$1,284.02/p/p
4/23/01		\$32,427.20/yr.	\$33,384.42/yr.
\$15.3400 (7/1/05)			
\$15.8002 (7/1/06)	High School Diploma (\$.25/hr.)		

Sergeant  
3/4/05  
- .9616/hr.

<b>Brad Nelson</b>	.25 (previous service)	\$15.8400/hr.	\$16.3002/hr.
Patrol Officer	.25 (04)	\$1,267.20/p/p	\$1,304.02/p/p
10/26/01 - Rehired		\$32,947.20/yr.	\$33,904.42/yr.
\$15.3400 (7/1/05)			
\$15.8002 (7/1/06)	High School Diploma (\$.25/hr.)		

Base Salary for non-probationary Patrol Officers without considering longevity

		\$15.3400/hr.	\$15.8002/hr.
\$15.3400 (7/1/05)		\$1,227.20/p/p	\$1,264.02/p/p
\$15.8002 (7/1/06)		\$31,907.20/yr.	\$32,864.42/yr.

Plus additional longevity increases during the year as outlined in  
Article XXVI based on date of employment.

## ARTICLE VII NO PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provisions of this AGREEMENT.

## ARTICLE VIII NORMAL WORK WEEK & OVERTIME PAY

For Sergeants, Patrol Officers and Secretary/Matrons (non-confidential) the normal work week shall consist of 40 hours. The normal work week shall commence at the start of the first regularly scheduled duty day in any 7 consecutive day period (168 consecutive hours), may begin on any day of the calendar week and may enter into the next calendar week.

For any work in excess of a normal work week, compensation shall be based on time and one-half as follows:

<u>Name</u>	<u>Time and One-Half Hourly Salary for Work in Excess of 40 hours/week</u>	
<u>Sergeants:</u>	<u>7/1/05</u>	<u>7/1/06</u>
Curt Moye	\$25.9524	\$26.6427
Non-probationary Sergeants without longevity	\$24.4524	\$25.1427
<u>Police Officers:</u>		
Mike McGee	\$23.3850	\$24.0753
James Buck	\$23.4600	\$24.1503
Brett Gannon	\$23.3850	\$24.0753
Brad Nelson	\$23.7600	\$24.4503
Non-probationary Patrol Officer without longevity	\$23.0100	\$23.7003

Plus additional longevity increases during the year as outlined in Article XXVI based on date of employment.

## ARTICLE IX CALL BACK

An employee "called back" to work other than at the beginning or end of a shift will be compensated for a minimum of two (2) hours pay at time and one-half times the employee's regular salary.

## ARTICLE X COURT TIME

EMPLOYEES required to attend court outside of their assigned shift hours will be compensated for a minimum of two (2) hours pay at time and one-half plus time and one-half for each hour thereafter as shown in Article VIII. Any court appearances in progress at the beginning of a shift or court appearance in progress or beginning at the end of a shift shall be considered part of the shift and the minimum of two hours of pay shall not apply.

**ARTICLE XI            RESERVED FOR FUTURE USE**

**ARTICLE XII           HOLIDAYS**

- 12.1    Holidays. The following holidays will be observed by EMPLOYEES:
- |                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Independence Day |
| Martin Luther King's Birthday | Labor Day        |
| Washington's Birthday         | Veteran's Day    |
| Lincoln's Birthday            | Thanksgiving Day |
| Memorial Day                  | Christmas Day    |
- 12.2    Time Off for Holidays. Officers shall be entitled to a day off for each holiday. Days off under this provision shall be first approved by the Chief of Police.
- 12.3    Compensation for Holidays Worked. Officers required to work a holiday shall be entitled to time and one half for hours worked on that holiday.

**ARTICLE XIII          VACATIONS**

- 13.1    0 - 1 year of service . . . . . 60 hours  
          2 - 6 years of service . . . . . 120 hours  
          7 - 14 years of service . . . . . 180 hours  
          Over 15 years of service . . . . . 240 hours
- 13.2    Vacations are based on the EMPLOYEE'S anniversary date of employment.
- 13.3    Vacations shall be earned on an accrual basis based on the vacation schedule.
- 13.4    Vacation may be taken any time after it is accrued. An employee may accumulate vacation not to exceed a maximum of twice the amount of vacation an employee is entitled to earn. If an employee accrues more than twice his annual allocation, the days will be lost unless specific arrangements are recommended by the Chief of Police and approved by the City Administrator.
- 13.5    If an EMPLOYEE leaves City employment, he will be paid for any accrued vacation time earned up to that point.
- 13.6    All requests for vacation must be made, in writing, to the Chief of Police at least six days before the vacation is to begin. The Chief of Police will notify the employee on the next working day on whether the employee is granted the vacation day. Vacation may be taken in half-day increments at the discretion of the Chief of Police or whom he may appoint to be in charge of scheduling.



## **ARTICLE XIV      PAID LEAVES**

- 14.1    **Funeral Leave.** In the event of a death of a member of the "Immediate Family" of any EMPLOYEE covered by the AGREEMENT, said EMPLOYEE shall be granted three days of Funeral Leave for a period not to exceed three consecutive work days for the purpose of attending the funeral. The EMPLOYEE shall be paid his regular hourly rate of pay for any such days of excused absence which occur during his normal work week, but in no event more than ten hours pay for any one day. The three day Funeral Leave will be paid as regular salary, and will not be deducted from Sick Leave or Vacation.

In the event of the death of a City employee, fellow employees not required for duty and with consent of the Chief of Police, shall be excused one hour before the funeral until one hour after the funeral observance. Officers so excused must attend the funeral.

Definition of "Immediate Family" to include spouse, children, foster child or stepchild, parents, brothers, sisters, mother-in-law, father-in-law or other family members residing in the household.

- 14.2    **Jury Pay Supplement.** An EMPLOYEE who is required to serve on jury duty shall be excused from duty for the hours of such service and for the travel time required. For each hour of each day of such jury service, when the EMPLOYEE otherwise would have worked, the EMPLOYEE will receive his regular rate of pay less any amount he receives from said jury service (not including travel and expense allowances). The EMPLOYEE will present proof of service and of the amount of pay received therefor.

## **ARTICLE XV      UNPAID LEAVES**

Upon written application to the Mayor, or his designee, an EMPLOYEE may be granted a leave of absence by the City for a period not to exceed 30 days at one time. Premiums for any insurance in effect in conjunction with employment will be paid, in advance, by the EMPLOYEE for the period of the unpaid leave.

## **ARTICLE XVI      SICK LEAVE**

- 16.1    Sick Leave with pay shall be granted to all permanent and probationary EMPLOYEES at the rate of one work day per month for each full month of service or major fraction thereof. Sick Leave is earned on an accrual basis.
- 16.2    Sick Leave may be granted only for absence from duty because of personal illness, legal quarantine or death or serious illness in the Immediate Family.
- 16.3    Sick Leave may be accumulated to a total of not more than one hundred twenty (120) days.

- 16.4 Sick Leave shall not be granted for a period in excess of three days unless the EMPLOYEE provides the City with a certificate from a licensed physician stating that the EMPLOYEE is unable to perform the duties and the reason thereof.
- 16.5 Sick Leave shall not be charged against an EMPLOYEE in cases covered by Worker's Compensation.
- 16.6 Sick Leave shall not be granted unless the Chief of Police has certified to the City on the EMPLOYEE'S payroll time card the cause of the absence for which the pay is sought.
- 16.7 Sick Leave shall not exceed the EMPLOYEE'S straight time hourly rate of pay, based upon a normal work week as defined herein, or an allowance of his average weekly pay, whichever is less.
- 16.8 After twenty (20) years of service, an EMPLOYEE leaving City employment, will be paid, at his current rate of pay, for one-half (1/2) of any accrued Sick Leave earned up to that point.

#### **ARTICLE XVII      MILITARY LEAVE**

Any EMPLOYEE who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or to perform other duties under the supervision of the United States, or this State, shall be granted an Unpaid Leave of Absence during the period of such compulsory activity. Any EMPLOYEE who enters into compulsory active service in the Armed Forces of the United States while in the service of the EMPLOYER shall be granted an Unpaid Leave of Absence for the period of compulsory military service.

#### **ARTICLE XVIII      UNIFORMS**

- 18.1 All uniforms, leather goods and side arms shall be furnished by the CITY.
- 18.2 For Sergeants, Patrol Officers and Secretary/Matrons (non-confidential), the CITY will provide a pair of shoes or boots as approved by the Chief of Police.
- 18.3 The CITY will furnish each Officer with a two-piece insulated coverall for winter wear.

#### **ARTICLE XIX      GRIEVANCE PROCEDURE**

- 19.1 Definition of Grievance. A grievance is a difference of opinion between an EMPLOYEE or the ASSOCIATION and the CITY with respect to the meaning or application of the express terms of this AGREEMENT, or with respect to inequitable application of the rules of the Police Department.

19.2 Association Representation. The ASSOCIATION shall appoint a representative to attend grievance meetings scheduled pursuant to this Article. The ASSOCIATION shall notify the Mayor and Chief of Police of the CITY, in writing, of the name of the EMPLOYEE so appointed. One representative of the ASSOCIATION and the ASSOCIATION'S legal counsel shall have the right to participate in the grievance procedure.

19.3 Grievance Procedure. Recognizing that grievance should be raised and settled promptly, a grievance must be raised on or before the seventh calendar day after the occurrence of the event giving rise to the grievance. A grievance shall be raised and processed as follows:

Step 1: Written to Police Chief. By submitting the grievance in writing to the Chief of Police of the CITY, followed by discussion between the EMPLOYEE, accompanied by the EMPLOYEE'S representative, if the EMPLOYEE so desires, and the Police Chief. The Police Chief shall answer, in writing, to the EMPLOYEE and the ASSOCIATION representative on or before the seventh calendar day after the day of this discussion.

Step 2: Appeal to the Mayor. If the grievance is not settled in Step 1, and the ASSOCIATION or EMPLOYEE decides to appeal, the ASSOCIATION or EMPLOYEE shall, on or before the seventh calendar day after the day of receipt of the Step 1 answer, file a written appeal with the Mayor of the CITY, or his designee. A meeting thereon shall then be held between the EMPLOYEE and/or ASSOCIATION representative and the Mayor, or his designee, at a mutually agreeable time. If no settlement is reached at such meeting, the Mayor, or his designee, shall give his answer, in writing, to the EMPLOYEE and ASSOCIATION representative on or before the tenth calendar day after the day of the meeting.

Step 3. Advisory Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the ASSOCIATION or EMPLOYEE may refer the grievance to advisory arbitration by giving written notice to the Mayor of the CITY on or before the twentieth calendar day after the day of receipt of the CITY'S answer in Step 2 above. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall each select one arbitrator and the two so selected shall choose a third arbitrator. All three such persons shall then serve as an Arbitration Board to hear the dispute. Said Board shall hear the dispute and render their advisory opinion on or before the sixtieth day after the day that the last arbitrator was chosen.

Step 4. Appeal. Should any party fail to agree to the advisory opinion of the arbitrator or Arbitration Board as set forth above, its recourse shall be to the appropriate administrative or judicial body.

- 19.4 Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 19.3 above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the CITY, provided however, that the parties may agree to extend any time limits. If the CITY fails to provide an answer within the time limits so provided above, the ASSOCIATION'S position, or position of the Officer as last stated, shall be accepted as settlement of this issue.
- 19.5 Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with CITY operations.
- 19.6 Civil Service. Matters subject to Civil Service, such as promotion, discharge, demotion and suspension, are not subject to this grievance procedure.

## **ARTICLE XX INSURANCE**

- 20.1 The CITY will pay the full cost of the EMPLOYEE'S Group Hospital and Medical Insurance Plan as provided by the CITY.
- 20.2 The EMPLOYEE will pay \$10/pay period for their dependent Group Hospital and Medical Insurance Plan as provided by the CITY.
- 20.3 The CITY will pay for \$10,000 of coverage of the EMPLOYEE'S Life Insurance plan and dependent life insurance as provided by the CITY.
- 20.4 The CITY will pay the cost of the Disability Plan.
- 20.5 The EMPLOYEE may purchase additional Life Insurance coverage under the stipulations of the CITY'S policy.
- 20.6 All new hires will pay 50% of their dependent Group Hospital and Medical Insurance Plan as provided by the CITY.

## **ARTICLE XXI OUTSIDE EMPLOYMENT**

EMPLOYEES must obtain permission of the Chief of Police to accept any employment outside their Police Department duties.

## **ARTICLE XXII SEVERANCE PAY**

EMPLOYEES who quit or are discharged will be paid for any unused, accrued vacation, for past holidays for which the EMPLOYEE has not taken time off and, after twenty (20) years of service, one-half (1/2) of any unused, accrued sick leave.

## **ARTICLE XXIII     PROBATIONARY PERIOD**

- 23.1    Police Sergeants . . . . . 6 months  
        Police Officers . . . . . 1 year  
        Secretary/Matron (non-confidential) . . . . . 6 months
- 23.2    The probationary period may be extended by the Chief of Police for additional time not to exceed twice the original probationary period by giving the EMPLOYEE notice, in writing, before the original probationary period would have been terminated.
- 23.3    During the probationary period, the EMPLOYEE may be discharged at the sole discretion of the CITY.

## **ARTICLE XXIV     POLICE MATRONS**

Police Officers may be assigned the duties of Police Matron by the Chief of Police.

## **ARTICLE XXV     PRE-DETERMINED TEMPORARY DISABILITY LEAVE**

Sick leave benefits for Pre-Determined Temporary Disability Leave shall be granted for the period of medical confinement (as hereinafter defined) pursuant to the following provisions:

- 25.1    Except as hereafter modified, all policies, rules and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for Pre-Determined Temporary Disability Leave. Sick leave benefits for Pre-Determined Temporary Disability Leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for the termination and recommencement of duties as provided in Paragraph (2) hereof.
- 25.2    An EMPLOYEE shall notify his/her Department Head and the City Administrator as soon as the necessity for taking sick leave becomes known to the EMPLOYEE. The City Administrator is the approving authority for Pre-Determined Temporary Disability Leave.
- 25.3    Within 3 days of the commencement and following a Pre-Determined Temporary Disability Leave the EMPLOYEE shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal job duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leaves earned, shall be paid only for such period of incapacity.
- 25.4    In the event the date of commencement or termination of Pre-Determined Temporary Disability Leave as provided in this package is changed by the CITY for other than medically indicated reasons in order to avoid interference with the

Administration of the Department in which the EMPLOYEE works, any additional days of leave will not be reimbursed as sick leave.

The determination whether the EMPLOYEE is capable of returning to work following the Pre-Determined Temporary Disability, and whether his/her health and work efficiency will be adversely affected, will be made in consultation with the EMPLOYEE, his/her Department Head, the City Administrator, and the EMPLOYEE'S physician, and may also be in consultation with a physician of the CITY'S own choosing.

A leave of absence for Pre-Determined Temporary Disability beyond the period of medical confinement may be approved by the City Council without salary or sick leave benefits for a period not to exceed four months.

## **ARTICLE XXVI    LONGEVITY PLAN**

This Plan applies to all EMPLOYEES.

### **EXPLANATION OF LONGEVITY SYSTEM WITH HIGH SCHOOL DIPLOMA OR SUCCESSFUL PASSING OF G.E.D. TEST**

- 3 years of service . . . \$.25 per hour in addition to regular wage.
- 6 years of service . . . \$.25 per hour in addition to regular wage.
- 9 years of service . . . \$.25 per hour in addition to regular wage.
- 12 years of service . . . \$.25 per hour in addition to regular wage.
- 15 years of service . . . \$.25 per hour in addition to regular wage.

### **EXPLANATION OF LONGEVITY SYSTEM WITH 2 YEAR ASSOCIATE OF SCIENCE OR ASSOCIATE OF ARTS DEGREE FROM AN ACCREDITED INSTITUTION. THAT DEGREE BEING IN ONE OF THESE AREAS: POLICE SCIENCE, CRIMINAL JUSTICE, PENOLOGY, CORRECTIONS, CRIMINOLOGY, OR OTHER RELATED FIELDS.**

- 3 years of service . . . \$.30 per hour in addition to regular wage.
- 6 years of service . . . \$.30 per hour in addition to regular wage.
- 9 years of service . . . \$.30 per hour in addition to regular wage.
- 12 years of service . . . \$.30 per hour in addition to regular wage.
- 15 years of service . . . \$.30 per hour in addition to regular wage.

### **EXPLANATION OF LONGEVITY SYSTEM WITH 4 YEAR BACHELOR OF SCIENCE OR BACHELOR OF ARTS DEGREE FROM AN ACCREDITED INSTITUTION. THAT DEGREE BEING IN ONE OF THESE AREAS: POLICE SCIENCE, CRIMINAL JUSTICE, PENOLOGY, CORRECTIONS, CRIMINOLOGY, CRIMINALISTICS, PRE-LAW OR OTHER RELATED FIELDS.**

- 3 years of service . . . \$.35 per hour in addition to regular wage.
- 6 years of service . . . \$.35 per hour in addition to regular wage.
- 9 years of service . . . \$.35 per hour in addition to regular wage.
- 12 years of service . . . \$.35 per hour in addition to regular wage.
- 15 years of service . . . \$.35 per hour in addition to regular wage.

NOTE: If an EMPLOYEE attains the next level of education between longevity steps the EMPLOYEE will receive the higher longevity increment, as well as \$.05/hr. for each longevity step previously attained, on the date of the next regularly scheduled longevity step.

If an EMPLOYEE attains a higher level of education after 15 years of service, the EMPLOYEE will receive an extra \$.25/hr. in addition to the regular wage, on the date the degree is attained.

## **ARTICLE XXVII POLICEMAN'S ASSOCIATION DUES**

The CITY will pay each EMPLOYEE'S dues to the Iowa State Patrolman's Association as prescribed by the ASSOCIATION.

## **ARTICLE XXVIII ANNUAL EVALUATIONS**

Each EMPLOYEE will be evaluated on an annual basis. This evaluation will be used for promotion, pay increases, discipline, and termination.

On the evaluation scale, an acceptable average evaluation would reflect a range between 1.75 and 2.25. This being calculated by adding scores and dividing by number of graded responses. An EMPLOYEE receiving a score below 1.75 will be verbally warned. If the EMPLOYEE again receives a score below 1.75 on the following year's evaluation, he will be written up for poor work standards and he will not receive the next scheduled pay increase. The EMPLOYEE will then be evaluated after six (6) months by the Police Chief, City Administrator and Mayor for consideration of a pay increase or further discipline. Evaluations with an average score below two (2) must take place in consecutive years for the above disciplinary action to apply.

## **ARTICLE XXIX RESIDENCY REQUIREMENT**

EMPLOYEES will be required to live in the state of Iowa.

## **ARTICLE XXX TERMINATION AND LEGALITY CLAUSES**

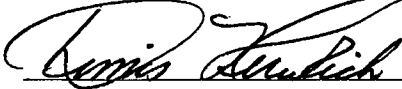
30.1 Savings. If any provision of this AGREEMENT is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of the AGREEMENT shall remain in full force and effect for the duration of the AGREEMENT.

30.2 Where any provisions of the AGREEMENT are in conflict with other CITY employment policies, the provisions of this AGREEMENT will govern.

30.4 Term. This AGREEMENT shall become effective upon the first day of July, 2005, and shall remain in full force and effect until midnight, June 30, 2007.


In witness whereof, the parties have executed this AGREEMENT on this 10<sup>th</sup> day of February, 2005.

**CITY OF CHEROKEE, IOWA**

  
MAYOR

  
CITY ADMINISTRATOR

**CHEROKEE, IOWA POLICEMAN'S ASSOC.**

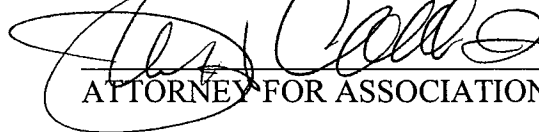
  
PRESIDENT

  
SECRETARY/VICE PRESIDENT

ATTEST:

  
CITY CLERK-TREASURER

APPROVED AS TO FORM:

  
ATTORNEY FOR ASSOCIATION

APPROVED AS TO FORM:

  
ATTORNEY FOR CITY